WILLS—ALTERATION AND RE-EXECUTION—NECESSARY FORMALITIES.—Where a will duly executed was subsequently changed by interlineations and the testratrix, satisfied with the modifications, retraced her name with a dry pen and then stated to two new attesting witnesses that the instrument was her will and the new witnesses subscribed at her request, held that there was a re-execution of the will as modified justifying its probate as modified. *Wilson* v. *Graebner* (Mich. 1912) 137 N. W. 735.

The same authority and competency are required and the same solemnities and formalities must be observed to make a valid republication as are necessary to make a new will. WOERNER, ADMINISTRATION, p. 112. In many states there is a statutory requirement to that effect and all informal alterations are obnoxious to the policy of later legislation which prescribes, for wills of personalty as well as realty, a formal subscription and attestation. SCHOULER, WILLS, (2 Ed.) § 432. In most jurisdictions a strict conformity is necessary, the requirements being the same in every jot and tittle as for the original execution of the will. *Re Shaffer,* 2 How. Pr. N. S. 494; *Lovell* v. *Quitman,* 88 N. Y. 377; *Hesterberg* v. *Clark,* 166 Ill. 241; *Dixon's Appeal,* 55 Penn. St. 424; *Esbach* v. *Collins,* 61 Md. 478; *Penniman's Will,* 20 Minn. 245. But in *Wright* v. *Wright,* 5 Ind. 389, an interlineation made after execution was probated without further subsequent re-signing or re-attestation, on the ground that it would be a useless formality. And that substantial, and not literal, compliance with the rule is all that is demanded, as stated in the principal case, see *Upchurch* v .*Upchurch,* 16 B. Mon. 112; *Porter* v .*Ford,* 82 Ky. 191; *Pool* v. *Pool* 89 S. W. 687; *Reynolds* v. *Shirley* 7 Oh. 323. In England the statute provides for the acknowledging and attestation of interlineations in the margin. In *Re Martin,* 6 No. Cas. 694, the testatrix after alterations made as here went over her signature with a dry pen and acknowledged in the presence of new witnesses who put their initials in the margin. And this was held not a sufficient re-execution. JARMAN, (5th Am. Ed. 85) criticises this holding on the ground that there was a sufficient showing of intent. But it is submitted that since the purpose of the rule is to prevent fraud, no slipshod compliance with its requirements should be permitted, and as for such a ruling as was made in this case, it renders a fraudulent re-execution easier than a forgery.

WILLS—CONSTRUCTION—INTENTION OF TESTATOR.—A will gave two daughters the home place "as long as they remain single, the one marrying first then giving up all her right and title to the unmarried sister." Both sisters married. *Held* that the first part of the clause gave to each a determinable life estate and that the second part should be confined to the life estates so given. *Ruggles* v. *Jennett* (Mass. 1912) 90 N. E. 1092.

Under a strict interpretation of these phrases, the daughter who first married would lose her entire right to the premises since all she had after her marriage would be the remainder in fee given by the residuary clause; this would go to the other sister to whom the second part of the clause does not by its terms apply. The court foresaw that this would result in giving the one daughter more than the other, and since they had concluded from

the general tone of the will that the testator wished to treat both alike, they decided to give no effect to this part of the clause, explaining it as an evidence of undue caution on the part of the testator.

There is in this decision no narrow and nice balancing of technical rules, but a determiation upon broad principles of common sense and justice, and perhaps one which would be difficult to reconcile with precedent. *Dawes* v. *Swan,* 4 Mass. 208; *Jones* v. *Doe,* 2 Ill. 276; *Harrison* v *Haskins,* 2 Patt. & H. (Va.) 388; *Hertz* v *Abrahams,* 110 Ga. 707; *Champlin* v. *Champlin,* Sheldon (N. Y.) 355. It is laid down as a general rule that every expression is, if possible, to be given some effect rather than render any expression inoperative. 2 JARMAN, WILLS. (Bigelow's Ed.) 842; *Fonnerau* v. *Poyntz,* 1 Bro. C. C. 472; *Doe* d. *Everett* v. *Cooke,* 7 East 269; *Doe* d. *Baldwin* v *Rawling,* 2 B. & Ald. 441; *Aubry* v. *Cajus,* 8 La. 43; *McEachin* v. *McRae,* 50 N. C. 19. A tendency to depart from the strict rules of interpretation as to wills was early observed and lamented by Lord KENYON in *Denn* v. *Mellor,* 5 T. R. 558; and FEARNE's opinion was that it were better that the intentions of twenty testators fail every week than by capricious speculation to depart once from the plain rules of interpretation. CONTINGENT REMAINDERS p. 173. But from a perusal of recent cases, we are constrained to the conclusion that modern courts sometimes take a surreptitious look at the result before pronouncing final construction of a will. See *McCoy* v. *Houck,* 99 N. E. 97; *Snodgrass* v. *Thomas,* 150 S. W. 106.